

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Agent		04/01/2013	Chartered Bank: CANADA
RECEIVING PARTY DATA			
Name:	ITS Pharmacy, Inc.		
Street Address:	213 Attica Drive		
City:	Long Beach		
State/Country:	CALIFORNIA		
Postal Code:	90803		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3698146	ITSRX	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1963669		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		

Date:

04/02/2013

Total Attachments: 3

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## RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE AND REASSIGNMENT dated April 1, 2013 by BANK OF MONTREAL (“*BMO*”), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Trademark Agreement referred to below (BMO acting as such administrative agent being hereinafter referred to as the “*Agent*”);

### WITNESSETH:

A. The Agent and ITS Pharmacy, Inc., a California corporation (“*Debtor*”) are parties to a certain Trademark Collateral Agreement dated August 31, 2011, which was recorded in the United States Patent and Trademark Office on September 1, 2011, at Reel 4615, Frame 0106 (the “*Trademark Agreement*”) pursuant to which the Debtor granted to the Secured Party, a security interest in and collateral assignment of, among other things, the trademarks, trademark registrations, and trademark applications listed on Schedule A attached hereto and certain other property (collectively, the “*Trademark Property*”); and

WHEREAS, the Debtor has requested that the Agent release its security interests in the Trademark Property and reassign the same to the Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

The Agent hereby releases its security interests in and collateral assignment of, and reassigns, grants and conveys to the Debtor, without any representation, warranty, recourse or undertaking by the Agent, all of its right, title and interest, if any, in and to:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interests in any trademark, trademark registration, or trademark application listed on Schedule A hereto as contemplated hereby.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Agent has caused this Release and Reassignment of Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

BANK OF MONTREAL, as Agent

By Adam Z  
Name Adam Livdy  
Title Director

**SCHEDULE A**

REGISTERED U.S. TRADEMARKS AND  
TRADEMARK APPLICATIONS

TRADEMARK  
ITSRx

REGISTRATION NUMBER  
3,698,146

DATE OF REGISTRATION  
October 20, 2009